

TERM AND CONDITIONS

1. GENERAL CONDITIONS

- a. Tenaga Nasional Berhad (“TNB”) agrees to sell electricity supply service to Customer for the term and conditions indicated hereinbelow and the Customer agrees to the term and conditions set forth in this Agreement.
- b. TNB have entered into the contract of supply of electricity (“Contract of Supply”) with the Consumer previously entered a contract of supply with TNB
- c. It is hereby acknowledge that the Contract of Supply is still effective, valid and binding between the Parties.
- d. The Parties hereby agree to perform their duties and obligations subject to the terms and conditions of this Agreement hereinafter appearing.
- e. In this Agreement, unless the context requires otherwise save as specifically specified, words, expression, conditions of the contract of supply shall have the same meaning when used and referred to in this Agreement.

2. INTERPRETATION

“Customer” means who make payment through bulk payment system using Bulk Payment application via TNB website. “Effective Date” means effective on the date the Customer accept the term & condition on the website “TNB” means a public limited company incorporated in Malaysia under the Companies Act 1965 and listed on the Bursa Malaysia (formerly known as Kuala Lumpur Stock Exchange] with its registered address at 129, Jalan Bangsar, 59200 Kuala Lumpur and includes its successors in title and permitted assigns. “TNB Bulk Payment” means a a web based payment method. Customers will make their payment online, accessible from outside wherever can reach WWW. They also can view all the relevant information in easiest way.

3. ELIGIBILITY FOR TNB Bulk Payment:

The Customer is eligible to apply for TNB Bulk Payment if the criteria set hereinbelow is fulfilled :

- a. the Customer have registered fifty (50) accounts of electricity supply contract or more with TNB; and
- b. less than fifty [50] accounts of electricity supply contract but the monthly payment exceed Ringgit Malaysia One Hundred Thousand (RM100,000.00).

4. DURATION OF THE AGREEMENT

- a. This Agreement shall commence on the Effective Date of this Agreement for TNB Bulk Payment until it expires. This Agreement may be terminated before its expiration by TNB if there was a material misrepresentation, material inaccuracy, or materially misleading statement in TNB's application form for TNB Bulk Payment ["the Service"] or any material accompanying the application.
- b. PROVIDED ALWAYS such termination or expiry shall not in anyway prejudice the rights of the parties hereto to make any claim against the other and/or to be compensated for any antecedent breach of any term and condition of this Agreement.

5. CUSTOMERS' OBLIGATIONS

- a. The Customer hereby covenants with TNB that the following are the terms and conditions for use of the Service including but not limited to bill presentment, bill payment and service requests:
- b. The content, including but not limited to any text, software, music, sound, photographs, video, graphics or other material in the web-page, is protected by copyrights;
- c. The Customer may view the web-site and its contents using their own web-browser, save an electronic copy or print out a copy provided that the Customer :
 - shall agree that no modification of the contents as it appears on the web-site;
 - shall not reproduce, transmit, broadcast and adapt any part of the web-page for any purpose which is not expressly permitted;
 - shall not use any information in the web-page for commercial use and/or personal gain;
 - shall accept that no ownership rights arises from downloading copyrighted material.

6. COMPILATION OF INFORMATION

- a. In the event of any compilation of the information contained on, and accessed through this web-site ("Information") is needed, TNB hereby agrees to ensure that all information is correct as at the time of publication but takes no responsibility for any error, omission or defect therein. TNB, its employees, and/or authorized agents exclude all liability for any loss or damage arising from the use of, or reliance on, the Information whether or not caused by any negligent act or omission of its employees, and/or authorized agents. If any law prohibits the exclusion of such liability, TNB limits its liability to the re-supply of the Information.

7. BILLING AND PAYMENT

- a. In the event of the non-compliance of the provision under Clause 7.1 above, TNB may after giving a seven (7) working days prior notice disconnect the electricity supply at the Said Premises without any further notice to the Customer.
- b. TNB shall have the right to impose surcharge of one percent (1%) per month to the Customer for late payment, if any, until and unless the outstanding amount is fully paid.

8. AUTOMATIC CONTRACT RENEWAL

- a. In the event that TNB chooses to renew this Agreement, TNB shall send a notification to Customer sixty (60) days prior to the end of the term of the Agreement and define the terms and conditions that will apply for the Renewal Term.
- b. The Agreement shall be automatically renewed with revised term and conditions unless Customer cancels the renewal of this Agreement by notifying TNB no later than thirty five (35) days prior to the end of the term.

9. NON-ASSIGNMENT

- a. Neither party shall wholly or partly assign its rights and obligations under this Agreement to any third party without prior written consent of the other party, which consent shall not be unreasonably withheld.

10. NOTICES

- a. All notices, permissions, claims or consents required, authorised, permitted or contemplated to be served or given hereunder by TNB to Customer shall be in writing signed by or on behalf of TNB and shall be deemed to have been served or given if delivered by hand to Customer or mailed by registered mail, electronic mail or sent by fax to:

If to the Customer :

Address :

Attention :

Telephone :

Fax :

If to TNB :

Address :

Pengurus Besar (Kewangan)
Bahagian Pembahagian TNB
Aras 15, Wisma TNB
No. 19, Jalan Timur
46200 Petaling Jaya
Attention : Pengurus Kewangan (Pengurusan Kredit)
Telephone : 03-7967 9000 ext 9461, 9363, 1435, 9067
Fax : 03-7967 9225

- b. Any change of address of any party shall be duly notified to the other party by giving one (1) month's prior notice.